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5 IN THE UNITED STATES DISTRICT COURT  
6 WESTERN DISTRICT OF WASHINGTON

7 KIARA POITEVIAN, on behalf of herself and all  
8 others similarly situated,

9 Case No.

10 Plaintiff,

11 **COMPLAINT**

12 vs.

13 **JURY TRIAL DEMANDED**

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16 CORPORATE TRANSLATION SERVICES, LLC  
17 d/b/a LanguageLink,

18 Defendant.

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20  
21 **I. CLASS ACTION COMPLAINT**

22 Plaintiff Kiara Poitevian, on behalf of herself and all others similarly situated, files this  
23 Class Action Complaint against Defendant CORPORATE TRANSLATION SERVICES, LLC (“CTS” or  
24 “Defendant”), alleging as follows:

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27 **II. NATURE OF THE CASE**

28 1. This is a consumer class action under Washington state and federal law brought  
29 on behalf of applicants for employment with CTS, a translation and interpretation company that  
30 does business as Language Link.

31 2. CTS systematically violates the rights of job applicants about whom it obtains  
32 consumer reports (also called “background checks”) section 1681b(b)(3) of the FCRA by using  
33 consumer reports to take adverse employment actions without, beforehand, providing the

1 person who is the subject of the report sufficient and timely notification and a copy of the  
2 report and a summary of rights under the FCRA, leaving the person who is the subject of the  
3 report without any meaningful opportunity to correct any errors on the report.

4       3.     The FCRA regulates the use of “consumer reports” for employment purposes,  
5 commonly called “background reports.” Congress included in the statutory scheme a series of  
6 due-process-like protections that impose strict procedural rules on “users of consumer  
7 reports,” such as CTS. This action involves CTS’s systematic violations of several of those  
8 important rules.

9       4.     Plaintiff was denied employment with CTS based upon a standardized  
10 background screen conducted by SafestHires, Inc. (“SafestHires”).

11       5.     Upon information and belief, CTS contracts with SafestHires to perform a  
12 standardized background screen on all of CTS’ candidates for hire or promotion. CTS  
13 determined that Plaintiff was not eligible for the job based upon SafestHires’ reporting of  
14 inaccurate criminal record information, which indicated that Plaintiff had been convicted of a  
15 crime despite the fact that the public record clearly showed that she had been exonerated and  
16 not considered to have a criminal conviction.

17       6.     Plaintiff disputed the accuracy of the record with SafestHires, and the record was  
18 removed – but it was too late, because CTS had made its final determination based upon the  
19 original report, before Plaintiff had ever seen it.

20       7.     Plaintiff asserts that, in violation of the FCRA, CTS willfully and negligently failed  
21 to comply with the FCRA’s mandatory pre-adverse action notification requirement and failed to  
22 provide a copy of the inaccurate background report it obtained from SafestHires, before the  
23 adverse action occurred, as required by 15 U.S.C. § 1681b(b)(3). Every year, individuals who  
24 have applied to CTS for employment have been similarly aggrieved by the same violation of 15  
25 U.S.C. § 1681b(b)(3).

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1       8. Pursuant to 15 U.S.C. §§ 1681n and 1681o, Plaintiff seeks monetary relief for  
2 herself and a class of similarly situated employment applicants for whom CTS failed to comply  
3 with FCRA section 1681b(b)(3)'s pre-adverse action notification requirements.

### III. PARTIES

9. Plaintiff Kiara Poitevian is a natural person who lives in Florida.

6 10. Defendant CTS is a Delaware limited liability company that regularly conducts  
7 business in the Western District of Washington and has a principal place of business in  
8 Vancouver, Washington, Clark County.

#### **IV. JURISDICTION AND VENUE**

10        11. The Court has federal question jurisdiction under the FCRA, 15 U.S.C. § 1681p,  
11 and 28 U.S.C. § 1331.

12        12.      Venue is proper in this Court because CTS can be found in this District. 28 U.S.C.  
13      § 13391(b)(3). Defendant regularly sells its products and services in this District.

## **V. FACTUAL ALLEGATIONS**

13. In early February 2022, Plaintiff completed an application for employment with  
14 CTS as a Project Manager.

17 14. On or about February 15, 2022, CTS extended an offer of employment to Plaintiff  
18 which was “conditional upon completion of a background check to our satisfaction.”

19 15. Plaintiff accepted the offer of employment, signing the letter as requested and  
20 returning it to CTS.

16. On or about February 16, 2022, CTS requested a background check about Plaintiff from SafestHires.

23 17. SafestHires represents on its website that it offers "a fully compliant and  
24 automated Pre-Adverse/Adverse process in our system at no cost to our clients." See  
25 <https://www.safesthires.com/compliance/>.

26 18. Upon information and belief, CTS used the SafestHires automated "Pre-  
27 Adverse/Adverse" process.

1       19.    On or about February 17, 2022, SafestHires completed the requested  
2 background check about Plaintiff and provided it to CTS.

3       20.    The background check contained information about a vacated, sealed and/or  
4 discharged criminal record from the “Florida Dept. of Corrections” that SafestHires attributed  
5 to Plaintiff.

6       21.    The background check SafestHires prepared about Plaintiff for CTS contained  
7 criminal record information that was inaccurate and materially misleading.

8       22.    Upon information and belief, the criminal record information in the background  
9 check that SafestHires prepared about Plaintiff caused her to be deemed or otherwise  
10 adjudicated ineligible for employment with CTS pursuant to a rubric previously agreed upon  
11 between CTS and SafestHires.

12       23.    Upon information and belief, at the time CTS received SafestHires’s background  
13 check about Plaintiff, it adopted SafestHires’s adjudication of Plaintiff’s ineligibility and  
14 permanently and decisively removed her from hiring consideration with CTS.

15       24.    Also, on or about February 17, 2022, SafestHires, on behalf of CTS, prepared a  
16 “PreAdverse Action Notice For Candidates” and sent it to Plaintiff electronically.

17       25.    In relevant part, the February 17 notice stated:

18               Enclosed please find a copy of your background report and  
19 information about your rights. We have not made a final hiring  
20 decision. As required by law, we are notifying you that you we may  
21 reject your application to work as an employee or independent  
22 contractor based in whole in or in part on the information in the  
23 report.

24               We are sending you this notice based on the following reason(s):  
25 Due to the information presented on the background check, we are  
26 unable to continue with employment for this individual. We collect  
27 credit card information from our clients for payment purposes, and  
we need to ensure our customer’s security.

28               You will have 10 business days from the date this notice was sent  
29 to you before a hiring decision is made. If the report is inaccurate  
30 or incomplete, please contact our Human Resources department.

1 Then, after contacting Human Resources, you should immediately  
2 file a dispute with the Consumer Reporting Agency (CRA) that  
3 prepared the report. If you file a dispute, you will have 10 more  
business days from the date the dispute is filed before a hiring  
decision is made.

4 26. A copy of the SafestHires background check was attached to the February 17  
5 notice.

6 27. On or about February 17, 2022, Plaintiff contacted SafestHires to dispute the  
7 inaccurate, vacated, sealed and/or discharged criminal record information that SafestHires had  
8 included on its background report for CTS.

9 28. On or before February 22, 2022, SafestHires corrected its earlier reporting and  
10 provided an updated background check about Plaintiff to CTS that did not contain any criminal  
11 record information whatsoever.

12 29. Nevertheless, on or about March 3, 2022, CTS prepared an “Adverse Action  
13 Notice For Candidates” and sent it to Plaintiff electronically.

14 30. In relevant part, the March 3 Adverse Action Notice stated:

15 We are writing to inform you that we are unable to consider you  
16 for the position you applied for at our Company and if we made a  
17 conditional offer, it has been re[s]cinded. SafestHires, Inc., a  
18 consumer reporting agency, provided us with a background report  
19 in connection with your application to work for us, either as an  
employee or an independent contractor. Our decision to take this  
20 action was based in whole or in part on information contained in  
the background report.

21 31. A copy of the updated SafestHires background check that contained no criminal  
records whatsoever was attached to the March 3 notice.

22 32. The February 17 Pre-Adverse Action Notice was a sham and its representations  
23 of a 10-business-day period during which CTS would not make a final hiring decision and a 20-  
24 business day period during which Plaintiff could dispute inaccurate information in the  
25 background check with SafestHires before CTS made a hiring decision were illusory.  
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27

1       33.     CTS effectively denied Plaintiff any opportunity to meaningfully dispute or  
2 discuss the presence of the inaccurate and misleading criminal records information on the  
3 SafestHires background check.

4       34.     As a direct and proximate result of CTS's conduct, Plaintiff suffered financial  
5     harm in the form of loss of employment and its corresponding wages and intangible harm when  
6     she was portrayed to a potential employer in a false and defaming light.

7        35. Upon information and belief, the conduct of SafestHires alleged above,  
8 consistent with its agreement with CTS, was undertaken at the behest and direction of and on  
9 behalf and for the benefit of CTS, which consented to and approved of SafesHires's actions in all  
10 respects.

36. Upon information and belief, the above alleged conduct occurred in the normal course of business for CTS and in accordance with its standard operating practices and procedures then in effect.

## VI. CLASS ACTION ALLEGATIONS

15 | 37. Plaintiff brings this class action on behalf of the following Class:

16 During the period beginning five (5) years prior to the filing of this  
17 lawsuit and continuing until the date on which the Court enters an  
18 Order certifying one or more Classes, all persons with an address  
19 within the United States, its Territories, and other political  
20 subdivisions, (1) about whom Defendant Corporate Translations  
21 Services, LLC obtained a consumer report for employment  
22 purposes; (2) to whom Defendant sent or caused to be sent a Pre-  
Adverse Action Notice in substantially the same form of the  
February 17, 2022 notice sent to Plaintiff; (3) and to whom  
Defendant sent or caused to be sent an Adverse Action Notice in  
substantially the same form as the March 3 notice sent to Plaintiff.

23       38. Plaintiff reserves the right to amend the definition of the Class based on  
24 discovery or legal developments.

25 39. Numerosity. Fed. R. Civ. P. 23(a)(1). The Class members are so numerous that  
26 joinder of all is impractical. Upon information and belief, Defendant procures and uses

1 hundreds if not thousands of consumer reports on applicants for employment each year, and  
2 those persons' names and addresses are identifiable through documents maintained by  
3 Defendant.

4 40. Existence and Predominance of Common Questions of Law and Fact. Fed. R. Civ.  
5 P. 23(a)(2). Common questions of law and fact exist as to all members of the Class, and  
6 predominate over the questions affecting only individual members. The common legal and  
7 factual questions include, among others:

8 41. Whether Defendant failed to provide each applicant for employment a copy of  
9 their consumer report at least five business days before Defendant took adverse action based  
10 upon the consumer report;

11 42. Whether Defendant failed to provide each applicant for employment a copy of  
12 their written notice of FCRA rights at least five business days before Defendant took adverse  
13 action based upon the consumer report;

14 43. Whether Defendant acted willfully or negligently in disregard of the rights of  
15 employment applicants in their failure to permit their employees and automated systems to  
16 send employment applicants their full consumer report and a written statement of their FCRA  
17 rights at least five business days before taking adverse action based on the consumer report.

18 44. Typicality. Fed. R. Civ. P. 23(a)(3). Plaintiff's claims are typical of the claims of  
19 each Class member. Plaintiff has the same claims for statutory and punitive damages that she  
20 seeks for absent class members.

21 45. Adequacy. Fed. R. Civ. P. 23(a)(4). Plaintiff is an adequate representative of the  
22 Class. Her interests are aligned with, and are not antagonistic to, the interests of the members  
23 of the Class she seeks to represent, she has retained counsel competent and experienced in  
24 such litigation, and she intends to prosecute this action vigorously. Plaintiff and her counsel will  
25 fairly and adequately protect the interests of members of the Class.

26 46. Predominance and Superiority. Fed. R. Civ. P. 23(b)(3). Questions of law and fact  
27 common to the Class members predominate over questions affecting only individual members,

1 and a class action is superior to other available methods for fair and efficient adjudication of  
2 the controversy. The statutory and punitive damages sought by each member are such that  
3 individual prosecution would prove burdensome and expensive given the complex and  
4 extensive litigation necessitated by Defendant's conduct. It would be virtually impossible for  
5 the members of the Class individually to redress effectively the wrongs done to them. Even if  
6 the members of the Class themselves could afford such individual litigation, it would be an  
7 unnecessary burden on the courts. Furthermore, individualized litigation presents a potential  
8 for inconsistent or contradictory judgments and increases the delay and expense to all parties  
9 and to the court system presented by the complex legal and factual issues raised by  
10 Defendants' conduct. By contrast, the class action device will result in substantial benefits to  
11 the litigants and the Court by allowing the Court to resolve numerous individual claims based  
12 upon a single set of proof in a unified proceeding.

## **VII. CLAIMS FOR RELIEF**

## Count I

## **Violation of the Fair Credit Reporting Act**

**15 U.S.C. § 1681b(b)(3)**

16 47. Plaintiff incorporates by reference those paragraphs set out above as though  
17 fully set forth herein.

48. Plaintiff is a "consumer," as defined by section 1681a(c) of the FCRA.

49. Defendant is a "person," as defined by section 1681a(b) of the FCRA.

20       50.     The SafestHires background check prepared about Plaintiff for Defendant is a  
21     “consumer report,” as defined by section 1681a(d) of the FCRA.

22        51.      The FCRA provides that any person “using a consumer report for employment  
23      purposes” who intends to take any “adverse action based in whole or in part on the report,”  
24      must provide the consumer with a copy of the report and a written description of the  
25      consumer’s rights under the FCRA, as prescribed by the Federal Trade Commission, before  
26      taking such adverse action. 15 U.S.C. § 1681b(b)(3)(A).

1        52. For purposes of this requirement, section 1681a(k)(1)(B)(ii) of the FCRA defines  
2 an “adverse action” as “any . . . decision . . . that adversely affects any current or prospective  
3 employee[.]”

4        53.      Defendant regularly uses background reports for employment purposes,  
5 including with respect to Plaintiff and members of the Class.

6        54. Before taking adverse action based in whole or in part on a consumer report,  
7 Defendant, as a user of consumer reports for employment purposes, must provide to the  
8 consumer to whom the report relates a copy of the report and a written description of the  
9 consumer's rights under the FCRA. 15 U.S.C. §§ 1681b(b)(3)(A)(i) and (ii).

10        55.      Defendant willfully and negligently violated section 1681b(b)(3) of the FCRA by  
11 taking adverse action against Plaintiff and members of the Class before providing them the  
12 mandated notice, which includes a copy of the consumer report and a written description of  
13 the consumer's rights under the FCRA.

Count II  
Violation of the Washington Fair Credit Reporting Act  
RCW 19.182.020

16 56. Plaintiff incorporates by reference those paragraphs set out above as though  
17 fully set forth herein.

18 57. Plaintiff is a "consumer," as defined by section 19.182.010(3) of the WFCRA.

19 58. Defendant is a "person," as defined by section 19.182.010(12) of the WFCRA.

20        59.      The SafestHires background check prepared about Plaintiff for Defendant is a  
21      "consumer report," as defined by sections 19.182.010(4)(a)(ii) and 19.182.010(8) of the WFCR.

22 || 60. Section 19.182.020(d) of the WFCRA provides:

23       In using a consumer report for employment purposes, before  
24       taking any adverse action based in whole or part on the report, a  
25       person shall provide to the consumer to whom the report relates:  
26       (i) The name, address, and telephone number of the consumer  
27       reporting agency providing the report; (ii) a description of the  
          consumer's rights under this chapter pertaining to consumer  
          reports obtained for employment purposes; and (iii) a reasonable

1 opportunity to respond to any information in the report that is  
2 disputed by the consumer. This subsection applies to job applicants  
3 and current employees.

4 61. For purposes of this requirement, section 19.182.010(1)(a) of the WFCRA defines  
5 an “adverse action” as “[d]enial of employment or any other decision for employment purposes  
6 that adversely affects a current or prospective employee[.]”

7 62. Defendant regularly uses background reports for employment purposes,  
8 including with respect to Plaintiff and members of the Class.

9 63. Before taking adverse action based in whole or in part on a consumer report,  
10 Defendant, as a user of consumer reports for employment purposes, must provide to the  
11 consumer to whom the report relates a copy of the report and a written description of the  
consumer’s rights under the FCRA. 15 U.S.C. §§ 1681b(b)(3)(A)(i) and (ii).

### 12 **VIII. PRAYER FOR RELIEF**

13 64. WHEREFORE, Plaintiff and the Class pray for relief as follows:

14 A. An order certifying the case as a class action on behalf of the proposed Class  
15 under Federal Rule of Civil Procedure 23 and appointing Plaintiff and the undersigned counsel  
16 of record to represent same;

17 B. An award of actual, statutory and punitive damages for Plaintiff and the Class;  
18 C. An award of pre-judgment and post-judgment interest as provided by law;  
19 D. An award of attorneys’ fees and costs; and  
20 E. Such other relief as the Court deems just and proper.

### 21 **IX. JURY DEMAND**

22 65. Plaintiff hereby requests a trial by jury on those causes of action where a trial by  
23 jury is allowed by law.

1 RESPECTFULLY SUBMITTED AND DATED this 24th day of February, 2023.

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